

# EXHIBIT C



STATE OF NEW YORK )  
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COUNTY OF NEW YORK )

**CERTIFICATION**

This is to certify that the attached translation is, to the best of my knowledge and belief, a true and accurate translation from German into English of the attached transcript of the Examination of witness Michael Günther, dated November 12, 2014.

Kristin Santizo

Kristin Santizo, Project Manager  
Geotext Translations, Inc.

Sworn to and subscribed before me

this 30<sup>th</sup> day of December, 2014.

A handwritten signature of Lynnda Green over a horizontal line.

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**Witness Günther:** So he would understand our position.

**Judge Mönnig:** Are you acquainted with a document with the name "Protocol of Cooperation?"

**Witness Günther:** Yes indeed.

**Judge Mönnig:** What is your knowledge based on?

**Witness Günther:** It was sent to me.

**Judge Mönnig:** What do you know about it?

**Witness Günther:** It is a transcript of results of a discussion.

**Judge Mönnig:** What was the purpose of the Protocol?

**Witness Günther:** To record an understanding on certain procedures and issues.

**Judge Mönnig:** Are you acquainted with the understanding recorded in the Protocol of Cooperation?

**Witness Günther:** Only the parts that concern mobile telecommunications.

**Judge Mönnig:** What kind of understandings were they?

**Witness Günther:** It concerned the rebranding of MobiMak as T-Mobile Macedonia. It concerned the fees for mobile telecommunications licenses, and it concerned the market entry of the third mobile telecommunications provider, which I just explained, of course.

**Judge Mönnig:** Did the co-owners of MakTel wish for the company to pay "double dividends" to the shareholders?

**Judge Mönnig:** Is annex 632 an email message that you received on or around March 1, 2005 from Michael Lawrence?

**Witness Günther:** By all appearances, yes.

**Judge Mönnig:** Was Michael Lawrence the Chief Operating Officer of MobiMak?

**Witness Günther:** Yes indeed.

**Judge Mönnig:** Did you receive annex 632 in preparation for an upcoming meeting with the Prime Minister of Macedonia?

**Witness Günther:** Yes.

**Judge Mönnig:** Was Vlado Bučkovski the Prime Minister of Macedonia at that time?

**Witness Günther:** Yes.

**Judge Mönnig:** What topics did you want to discuss with the Prime Minister?

**Witness Günther:** The Memorandum of Understanding of Strategic Cooperation between T-Mobile International and MakTel in reference to MobiMak, then the rebranding of MobiMak, and in connection with that, also the question of a third mobile telecommunications provider for Macedonia.

**Judge Mönnig:** Then you've also answered question 8.

**Witness Günther:** Yes, but primarily only in connection with the rebranding.

**Judge Mönnig:** Okay. – What position was assigned to MobiMak in regard to the introduction of a third mobile telecommunications provider in Macedonia?

**Witness Günther:** I don't know what the question means. Because of course MobiMak was not assigned any position in this question. If it means—I assume the question is also a translation

**Judge Mönnig:** Does annex 633 accurately summarize a meeting between yourself and the Macedonian Prime Minister Vlado Bučkovski that took place shortly before March 7, 2005?

**Witness Günther:** From the present point of view, it's no longer possible for me to say whether the summary is accurate. Since it was a summary, aspects that were not to be repeated internally—towards Straub, Obermann—are missing, for example that our rejection of the rebranding only applied to the case where it could not be decoupled in time from an issuance of a third mobile telecommunications license.

**Judge Mönnig:** Who else participated in your meeting with Prime Minister Bučkovski?

**Witness Günther:** If I weren't looking at the email, I wouldn't recall. But it follows from the email.

**Judge Mönnig:** What reservations did Mr. Mickovik express in reference to a rebranding?

**Witness Günther:** Mr. Mickovik only had reservations about a rebranding of MakTel, not in reference to the rebranding of MobiMak. His reservations about MakTel were justified by the fact that the image of the landline company was very negative, and that could rub off on MobiMak if there were a simultaneous, parallel rebranding.

**Judge Mönnig:** Does the expression "parallel re-branding of Maktel" mean that a simultaneous rebranding of MakTel and MobiMak was envisaged?

**Witness Günther:** That was never seriously envisaged. It was considered, contemplated, nothing more.

**Judge Mönnig:** What can you say about the reasons why the Prime Minister argued for "a sequential re-branding only?"

**Witness Günther:** The same thing that Mr. Mickovik presented as his opinion, namely MakTel's negative image rubbing off on MobiMak.

**Judge Mönnig:** Then I must trouble you to step forward again.

Exhibit 637 is presented to the witness.

The witness continues to testify on the matter.

Have you seen this document before?

**Witness Günther:** Yes.

**Judge Mönnig:** What is it?

**Witness Günther:** A copy of printed email correspondence.

**Judge Mönnig:** Is annex 637 a series of emails that were exchanged between May 31, 2005 and June 22, 2005 between your personal assistant Daniela Backes and Andras Balogh?

**Witness Günther:** Yes, apparently.

**Judge Mönnig:** Did you ask Elek Straub on or around May 31, 2005 for a copy of the Protocol of Cooperation signed with the government of Macedonia?

**Witness Günther:** Yes, apparently.

**Judge Mönnig:** Did you ask your personal assistant Daniela Backes on or around June 22, 2005 to follow up on your earlier request for a signed copy of the Protocol of Cooperation?

**Witness Günther:** Maybe. But she may have also done that of her own initiative.

**Judge Mönnig:** Did you speak with Andras Balogh on or around June 22, 2005 about the Protocol of Cooperation?

**Witness Günther:** I don't recall.

**Judge Mönnig:** Did you receive an explanation from Mr. Balogh of why you had not received a signed copy of the Protocol of Cooperation?

**Witness Günther:** No, if I even spoke to Mr. Balogh about that.

**Judge Mönnig:** That actually takes care of question 99.

**Witness Günther:** Yes.

**Judge Mönnig:** Did you speak with Elek Straub on or around June 22, 2005 about the Protocol of Cooperation?

**Witness Günther:** I don't recall when and how I got an explanation from Mr. Straub.

**Judge Mönnig:** Did you receive an explanation from Mr. Straub of why you had not received a signed copy of the Protocol of Cooperation?

**Witness Günther:** I don't know or don't remember. Sorry.

**Judge Mönnig:** That's now 101.

**Witness Günther:** Yes, yes, sorry, excuse me. I apparently got an explanation from Mr. Straub, but I no longer know what it was, and I can't recall.

**Judge Mönnig:** That actually takes care of question 102.

As far as you understand, what were the "special circumstances" spoken of in the email from Ms. Backes of June 22, 2005, 2:07 p.m.?

**Witness Günther:** I don't know or don't recall, since this "special circumstances" wording does not come from me.

all, so you'll know what was discussed. I'll say this: I wouldn't have left out important things as far as I understood—things that were important to Mr. Straub. It may be that there were a few other details besides those, but for the life of me I can't recall.

**Attorney Gesinn:** Then I would like to come to the Protocol of Cooperation again. You'll find that attached in annex 636. Correct me if I describe it incorrectly. But you testified here that the Protocol of Cooperation was not a binding agreement but rather a declaration of intent.

**Witness Günther:** That is my perception as a non-lawyer.

**Attorney Gesinn:** Then in your opinion was it possible for Magyar Telekom to ensure that the government of Macedonia would actually comply with this Protocol of Cooperation?

**Witness Günther:** No. There is proof of that. The third license was issued shortly afterwards, after all.

**Attorney Gesinn:** Then did you expect Magyar Telekom to comply with the Protocol of Cooperation?

**Witness Günther:** Yes, I mean, that's the point of an agreement. I assume that if I write something down, I'll then actually do it. But nonetheless, that wasn't a document that would establish a title in order to file suit—for the important point that concerned me: rebranding.

Again: my issue was rebranding. I couldn't have sued the government either if they said, we changed our minds. We don't like rebranding at all now. We will instruct our representatives on the Board of Directors of MakTel and of T-Mobile, Mobimak, to vote against it when they have voting rights.

Again: the government couldn't approve the thing and also couldn't say no. We could've done it. It only ever had to be voted on in the Board of Directors, after all. And they had their representatives there, not a majority, by the way—we didn't have a majority either. That means that nothing could be deduced from that. It's a declaration of intent about how to behave. But no enforceable title could be based on that.

**Attorney Gesinn:** Then that's everything from our side. – Thank you.